Agreement Between
The
Connecticut State Police/Colchester Resident State Troopers' Office
And the
Colchester Board of Education
Governing
The Colchester School Resource Officer Program

This agreement ("Agreement") is made and entered into this ____ day of _____, 2021, by and between the Connecticut State Police/Colchester Resident State Troopers' Office ("CRSTO") and the Colchester Board of Education (the "Board") .

I. Introduction

The CRSTO provides vital supports to the Colchester Public Schools ("CPS") in a variety of ways, including the School Resource Officer ("SRO") program and various safety and educational programs. The CRSTO and Board enter into this Agreement to memorialize the policies and procedures governing interactions between and joint programs of the CRSTO and CPS.

II. SRO Program

The SRO Program involves the placement of law enforcement officers within the CPS. The SROs are CPS officers assigned by the Connecticut State Police to serve as liaisons between CPS and CRSTO and to support the CPS school administration and staff at particular schools in maintaining a safe and positive school environment.

The SROs are visible and active law enforcement figures at the schools to which they are assigned. The SROs may be a resource for instruction in the following areas: law related education, violence diffusion, safety programs, alcohol and drug prevention, crime prevention and other pertinent subjects.

A. Goals and Objectives of SRO Program

- Establish a positive working relationship between the CRSTO, CPS and the community in a cooperative effort to prevent juvenile delinquency and assist in positive student development;
- Maintain a safe and secure learning environment on school campuses;
- Promote positive attitudes regarding the role of police officers in today's society; and
- Strive to ensure a consistent response to incidents of student misbehavior, clarify the role of law enforcement in school disciplinary matters, and reduce involvement of police and court agencies for misconduct at school and school-related activities.
- Specific expectations of the role are established in Exhibit A, "Colchester School Resource Officer Responsibilities/Expectations".

B. Appointment and Supervision of School Resource Officers

A joint committee composed of two (2) representatives appointed by the CRSTO and two (2) representatives appointed by the Colchester Superintendent of Schools ("Superintendent") shall annually make recommendations for the SRO position(s) to the CRSTO. The CRSTO shall have the final authority to appoint the SROs from the list of individuals recommended.

The CRSTO agrees to provide an SRO to Bacon Academy within the CPS, with ancillary expectations for all CPS schools as described in Exhibit A.

The CRSTO, in conjunction with the Superintendent, will determine which CRST Officers will assume the roles and responsibilities of an SRO. If the Superintendent is dissatisfied with an SRO who has been assigned to a school, the Superintendent will request that the CRSTO assign a different officer as the SRO for that school.

It is the responsibility of the SROs to notify a building based administrator of the school at which they work of their work schedule.

SROs shall remain employees of the CRSTO and shall not be employees of the CPS. The CPS shall bear the costs of the SRO program.

The parties acknowledge that, while acting as an SRO on law enforcement matters, SROs will follow CRSTO policies and procedures. The SROs will remain subject to the administration, supervision and control of the CRSTO. However, while acting in the capacity of an SRO with respect to educational responsibilities, the SROs shall take direction from CPS school administration.

The Superintendent shall meet annually with each building based SRO and a representative of the CRSTO to discuss the job performance of the SRO. The Superintendent shall then submit a written report to the CRSTO on the performance of the SRO assigned to a specific school building.

C. Schedules for School Resource Officers

The CRSTO will assign the SROs' work days and shifts annually, with such schedules subject to the approval of the Superintendent.

The SROs shall be available for flexible scheduling to reasonably accommodate designated after school and evening school activities whenever possible as requested by school administrators. If such attendance requires overtime, overtime is subject to the approval of the SROs' CRSTO supervisor.

D. Duties and Responsibilities of the School Resource Officers

- The SRO will work collaboratively with the Superintendent and administrators to determine the goals and priorities for the SRO program at a particular school and the parameters for SRO involvement in school disciplinary matters, consistent with the terms of **Exhibit A**.
- The SRO will bring to the attention of building based administrators proposed plans and strategies to prevent and/or minimize dangerous situations on or near the school campus or at school activities, and will assist in the development of such plans as requested by building based administrators and/or the Superintendent.
- The SRO shall maintain such CRSTO records as required by the CRSTO and maintain such CPS records as requested by the Superintendent for use in evaluating and reviewing the SRO program and this Agreement.
- The SRO will abide by all Board Policies and Regulations and any building based procedures established by the building based administrators and/or the Superintendent.
- If a conflict develops between a SRO's legal responsibilities to the CRSTO and the SRO's responsibilities to the CPS, the SRO's legal responsibilities as a sworn police officers shall take precedence. However, the SRO shall inform the Principal, the Superintendent and the CRSTO of such conflict. A representative of the CRSTO and Superintendent will collaborate to resolve such conflicts.

E. Uniform and Equipment of School Resource Officer

SROs will wear their approved CRSTO uniform with appropriate logos and name badges depending on the type of school activity and program and/or at the request of the Superintendent or CRSTO. It is understood that the SROs will carry their approved duty firearm, Taser and other CRSTO issued equipment while on school property and at school-sponsored events. Such duty firearm, Taser and other CRSTO issued equipment shall only be used when law enforcement intervention is necessary and then shall only be used in accordance with the policies and standards of the CRSTO.

Body-worn recording equipment shall only be turned on when interacting with students or other members of the school community when a SRO is acting in his/her capacity as a law enforcement officer and in accordance with the policies and standards of the CRSTO and all state and federal laws, guidance and regulations. Body-worn recording equipment shall not be turned on by a SRO while acting in the capacity of an SRO with respect to educational responsibilities or typical interactions with students, staff or other members of the public in the CPS.

Any recordings generated by the use of body-worn equipment shall abide by all CRSTO policies and procedures with respect to evidence, juvenile records, and personally identifiable information.

F. Duties of the CPS with respect to SRO Program

The CPS shall provide to the SROs the following materials and facilities that are deemed necessary to the performance of the SROs:

- A desk with drawers, a chair and filing drawers at Bacon Academy.
- Access to a computer terminal.
- Access to inspect and copy public records maintained by the school district to the extent allowed by law.
- Access to desktop telephone, cell phone and school based radio.

G. Removal of a School Resource Officer

If the Superintendent determines that the SRO is not effectively performing the SRO's duties and responsibilities under this Agreement, the Superintendent shall contact the CRSTO. By joint agreement of the CRSTO and the Superintendent, a meeting shall be conducted with the SRO to mediate or resolve any problems. The CRSTO may dismiss or reassign the SRO, in accordance with the CRSTO's rules, regulations and general orders. The Superintendent may decline the assignment of a SRO to any particular school in the CPS.

III. Law Enforcement Intervention

- Law enforcement intervention is defined as an intervention managed by a CRSTO officer, including a SRO, for a law enforcement purpose, taking place on the grounds of the CPS or at a school sponsored activity.
- CRSTO officers, including SROs, shall only undertake law enforcement intervention on the grounds of the CPS or at a school sponsored activity when such intervention is necessary in cases of emergency or to prevent serious disruption or climate that places students or other individuals in the CPS at risk of immediate harm.
- Law enforcement intervention is not limited to arrest and referral to court. Law enforcement intervention options may include verbal warning; conference with the student, parents, teachers and/or others; referral to community agencies; and referral to court.
- Behaviors warranting law enforcement intervention must be violations of criminal law.
- Except in cases of emergency, CRSTO officers, including SROs, will consult with and coordinate actions constituting law enforcement intervention with the building based administrators and/or the Superintendent. In the event law enforcement intervention is necessary in cases of emergency or to prevent serious disruption or climate that places students or other individuals at risk of immediate harm, the CRSTO officers, including SROs, shall notify a building based administrator and the Superintendent about the law enforcement intervention as soon as the emergency situation is resolved.

IV. Police Activity at Schools

The parties agree that CRSTO officers, including SROs, shall follow certain protocols when on school grounds in non-emergency circumstances as set forth in this Agreement.

Except in the event of an emergency, as hereinafter defined, CRSTO officers who are not assigned as SROs to a specific school building are required to follow all CPS building security

policies and procedures applicable to visitors when entering school grounds. Specifically, a CRSTO officer who is not assigned as a SRO to a specific school building shall, upon arrival, utilize security buzzers for access, comply with requests for photo identification, report directly to and sign in and out at the visitors' reception area of the school office, prominently display identification required for visitors to the school buildings and comply with directives of the Superintendent and school administrators at all times.

A CRSTO officer who is not assigned as a SRO to a specific school building shall request the express permission of a building based administrator whenever CRSTO activity or visits are planned for school grounds. Except in cases of emergency, prior to entering school grounds to conduct an investigation, arrest or search of any individual (e.g. student, parent/guardian, staff member), CRSTO officers, including SROs, shall obtain express permission from a building based administrator.

An emergency is defined as:

- A situation that presents potential danger of injury to persons; and/or
- The likelihood of destruction of evidence or other property.

Except in the event of an emergency, CRSTO officers shall conduct all investigations, arrests or searches off school property. If an arrest on campus is necessary due to the potential danger of injury to persons and/or the likelihood of destruction of evidence or other property, CRSTO officers shall coordinate such arrests with the building based administrators to ensure that the arrest is conducted in a manner that prevents disruption and/or observation by other students and/or other members of the school community.

V. CRSTO Access to Images from School Cameras

In the event of a criminal investigation, the CRSTO may request access to school district video images, live or recorded, by making a request for access to the Superintendent. Access may be granted by the Superintendent or other such certified administrator as designated by the Superintendent only when determined by the Superintendent to be appropriate under state and federal law. If access is granted, the CRSTO shall abide by its policies and procedures with respect to evidence, juvenile records, and personally identifiable information.

The CRSTO may also access school district camera footage live or recorded images if the Superintendent or school administrator make such a request, when the Superintendent or school administrator has determined that there is a significant and articulable threat to the health and safety of students or other individuals.

The Superintendent or designee may disclose video images to the CRSTO, live or recorded, which include personally identifiable student information, when there is an articulable and significant threat to the health and safety of a student or other individuals, or when otherwise appropriate under state and federal law.

The Superintendent or designee may disclose video images to the CRSTO, live or recorded, which include video images of school district employees and/or other persons on school, property, only when determined by the Superintendent or designee to be appropriate under state and federal law.

VI. Training

The CRSTO and the CPS will each provide their employees with training relative to this Agreement and its purposes, which includes training regarding any cooperative activities undertaken between the CRSTO and CPS.

VII. Data Collection

The parties agree that they will provide baseline data for comparison purposes and regularly collect, share, monitor and report data resulting from the implementation of this Agreement.

Data Collection: On a quarterly basis, the following information will be collected:

> CPS—de-identified data on number and types of disciplinary actions, numbers and demographics of students involved, referrals to police.
>
> CRSTO —de-identified data on number and types of school incidents for which police incident reports are written involving students, police actions on incidents/investigations/arrests and/or other interventions taking place on school property.

VIII. Monitoring and Oversight

The parties agree to maintain regular and open communication to evaluate the effectiveness of this Agreement and suggest improvement, adjustments, and collaborate on training that may be necessary to carry out the duties and obligations under this Agreement.

On a regular basis and at the request of either the Board or the CRSTO, representatives will meet to provide oversight of the Agreement and review relevant data and analysis. The goal of such meetings shall be to monitor and evaluate the implementation of the Agreement and address questions or concerns as may arise. At least annually, the CRSTO and the CPS will collaborate to prepare a report of activities and make recommendations for improvements to the Agreement and/or its implementation. Such report shall be annually presented to the Board for its consideration prior each annual expiration date of Agreement.

IX. Term of Agreement

This Agreement shall be reviewed and its effectiveness evaluated on an annual basis. A renewal of this Agreement shall be by mutual written agreement of all parties and shall be executed prior to the expiration date of each agreement. In the event that this Agreement

expires, the terms, provisions, conditions, covenants and representations contained in the Agreement shall be of no further force and effect.

It is understood that either the Board or the CRSTO may terminate this contract voluntarily upon written notice on or before March 1st of any fiscal year.

A request for revisions or modifications to this Agreement may be made by either party in writing at any time.

This Agreement constitutes a final written expression of all terms of this Agreement and is a complete and exclusive statement of those terms.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their respective authorized officers.

Signed, sealed and delivered in the presence of:

_____ _____
[title of authorized official] Date
Connecticut State Police/Colchester Resident State Troopers' Office

_____ _____
Chair Date
Colchester Board of Education